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NERVOUS TATTOO, INC.,  
7 SHOP ON STAGE, INC., and  
8 CHRISTIAN AUDIGIER, an individual

9  
10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA  
12

13 BUCKLEY H. CRISPIN, an  
14 Individual,

15 Plaintiff,

16 v.

17 CHRISTIAN AUDIGIER, INC., a  
California Corporation; NERVOUS  
18 TATTOO, INC., a California  
Corporation; SHOP ON STAGE,  
19 INC., a California Corporation;  
CHRISTIAN AUDIGIER, an  
20 Individual; 3A WATCH, LLC, a  
California Limited Liability  
Company; RADIANCE JEWELRY,  
21 INC., a California Corporation;  
CHROMEBONES, a business entity  
22 of unknown form, REVOLUTION  
EYEWEAR, INC., a California  
23 Corporation; CA BEVERAGES,  
LLC, a California Limited Liability  
24 Company; CALIFORNIA BAG,  
LLC, a California Limited Liability  
25 Company; JR 93 INC, a California  
corporation; NEW WAVE  
26 FRAGRANCES, a business entity of  
unknown form; LE MARAIS LLC, a  
27 California Limited Liability  
Company; MOOD SIGNATURES  
28

Case No. 09-CV-9509-ABC(JEMx)  
Assigned to Hon. Audrey B. Collins  
Roybal Courtroom 680

**ANSWER TO PLAINTIFF'S SECOND  
AMENDED COMPLAINT**

**JURY DEMAND**

SAC Filed: October 12, 2010

1 LLC, a California Limited Liability  
2 Company; HTP ENTERPRISE  
3 TRADING, a California company of  
4 unknown form; SEA AND SURF,  
5 LLC, a California Limited Liability  
6 Company; TATTOO DRINK, INC.,  
7 a California corporation; TATTOO  
8 AIR FRESH, INC, a California  
9 corporation; and DOES 1-10,  
10 inclusive,

Defendants.

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**ANSWER**

Defendants Christian Audigier, Inc., Nervous Tattoo, Inc., Shop On Stage, Inc., and Christian Audigier (collectively, "Defendants"), for themselves and no other person or entity, answer the "Second Amended Complaint for: (1) Breach of Contract (2) Direct, Contributory, & Vicarious Copyright Infringement (3) Declaration of Rights as to Artwork (4) Constructive Trust" ("SAC"), filed by Plaintiff Buckley H. Crispin ("Crispin" or "Plaintiff") as follows:

**INTRODUCTION**

1. In answer to the non-numbered introductory paragraphs of the SAC, Defendants admit that Plaintiff granted Defendants Christian Audigier ("Audigier") and Christian Audigier, Inc. ("CAI") an oral license (the "License") to use certain of Plaintiff's artwork (the "Artwork"). Defendants admit that Audigier and CAI paid Plaintiff for the right to reproduce certain of his Artwork. Defendants lack sufficient knowledge or information to form a belief as to the truth of the allegation that Defendants gave attribution to another artist for creating certain of Plaintiff's artwork, and on that basis deny the allegation. Except as explicitly stated herein, Defendants deny all remaining allegations contained in the non-numbered introductory paragraphs of the SAC.

**JURISDICTION AND VENUE**

2. In answer to paragraph 1 of the SAC, Defendants deny that this action arises under the Copyright Act of 1976 ("the Copyright Act"), as amended, 17 U.S.C. §§ 101 *et seq.* Defendants do not deny that this action arises under California law.

3. Defendants deny the allegations in paragraph 2 of the SAC. Specifically, Defendants deny that this Court has federal question jurisdiction and supplemental jurisdiction over this action.

4. In answer to paragraph 3 of the SAC, Defendants do not deny that venue in this judicial district is proper, though Defendants do deny that the acts and omissions alleged by Plaintiff occurred in this judicial district, or anywhere.

**PARTIES**

5. In answer to paragraph 4 of the SAC, Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein, and on that basis deny each and every allegation contained therein.

6. Defendants admit the allegations in paragraph 5 of the SAC.

7. Defendants admit the allegations in paragraph 6 of the SAC.

8. Defendants admit the allegations in paragraph 7 of the SAC.

9. Defendants admit the allegations in paragraph 8 of the SAC.

10. Paragraph 9 of the SAC does not contain any factual allegations, and consequently no response is required.

11. In answer to paragraph 10 of the SAC, Defendants deny that they unlawfully sublicensed Plaintiff's Artwork. Defendants are without sufficient knowledge or information to form a belief as to the truth of the remaining allegations set forth therein, and on that basis deny each and every remaining allegation.

1           12. In answer to paragraph 11 of the SAC, Defendants deny that they  
2 unlawfully sublicensed Plaintiff's Artwork. Defendants are without sufficient  
3 knowledge or information to form a belief as to the truth of the remaining  
4 allegations set forth therein, and on that basis deny each and every remaining  
5 allegation.

6           13. In answer to paragraph 12 of the SAC, Defendants deny that they  
7 unlawfully sublicensed Plaintiff's Artwork. Defendants are without sufficient  
8 knowledge or information to form a belief as to the truth of the remaining  
9 allegations set forth therein, and on that basis deny each and every remaining  
10 allegation.

11           14. In answer to paragraph 13 of the SAC, Defendants deny that they  
12 unlawfully sublicensed Plaintiff's Artwork. Defendants are without sufficient  
13 knowledge or information to form a belief as to the truth of the remaining  
14 allegations set forth therein, and on that basis deny each and every remaining  
15 allegation.

16           15. In answer to paragraph 14 of the SAC, Defendants deny that they  
17 unlawfully sublicensed Plaintiff's Artwork. Defendants are without sufficient  
18 knowledge or information to form a belief as to the truth of the remaining  
19 allegations set forth therein, and on that basis deny each and every remaining  
20 allegation.

21           16. In answer to paragraph 15 of the SAC, Defendants deny that they  
22 unlawfully sublicensed Plaintiff's Artwork. Defendants are without sufficient  
23 knowledge or information to form a belief as to the truth of the remaining  
24 allegations set forth therein, and on that basis deny each and every remaining  
25 allegation.

26           17. In answer to paragraph 16 of the SAC, Defendants deny that they  
27 unlawfully sublicensed Plaintiff's Artwork. Defendants are without sufficient  
28 knowledge or information to form a belief as to the truth of the remaining

1 allegations set forth therein, and on that basis deny each and every remaining  
2 allegation.

3 18. In answer to paragraph 17 of the SAC, Defendants deny that they  
4 unlawfully sublicensed Plaintiff's Artwork. Defendants are without sufficient  
5 knowledge or information to form a belief as to the truth of the remaining  
6 allegations set forth therein, and on that basis deny each and every remaining  
7 allegation.

8 19. In answer to paragraph 18 of the SAC, Defendants deny that they  
9 unlawfully sublicensed Plaintiff's Artwork. Defendants are without sufficient  
10 knowledge or information to form a belief as to the truth of the remaining  
11 allegations set forth therein, and on that basis deny each and every remaining  
12 allegation.

13 20. In answer to paragraph 19 of the SAC, Defendants deny that they  
14 unlawfully sublicensed Plaintiff's Artwork. Defendants are without sufficient  
15 knowledge or information to form a belief as to the truth of the remaining  
16 allegations set forth therein, and on that basis deny each and every remaining  
17 allegation.

18 21. In answer to paragraph 20 of the SAC, Defendants deny that they  
19 unlawfully sublicensed Plaintiff's Artwork. Defendants are without sufficient  
20 knowledge or information to form a belief as to the truth of the remaining  
21 allegations set forth therein, and on that basis deny each and every remaining  
22 allegation.

23 22. In answer to paragraph 21 of the SAC, Defendants deny that they  
24 unlawfully sublicensed Plaintiff's Artwork. Defendants are without sufficient  
25 knowledge or information to form a belief as to the truth of the remaining  
26 allegations set forth therein, and on that basis deny each and every remaining  
27 allegation.  
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1           23. In answer to paragraph 22 of the SAC, Defendants deny that they  
2 unlawfully sublicensed Plaintiff's Artwork. Defendants are without sufficient  
3 knowledge or information to form a belief as to the truth of the remaining  
4 allegations set forth therein, and on that basis deny each and every remaining  
5 allegation.

6           24. In answer to paragraph 23 of the SAC, Defendants deny that they  
7 unlawfully sublicensed Plaintiff's Artwork. Defendants are without sufficient  
8 knowledge or information to form a belief as to the truth of the remaining  
9 allegations set forth therein, and on that basis deny each and every remaining  
10 allegation.

11           25. In answer to paragraph 24 of the SAC, Defendants deny that they  
12 unlawfully sublicensed Plaintiff's Artwork. Defendants are without sufficient  
13 knowledge or information to form a belief as to the truth of the remaining  
14 allegations set forth therein, and on that basis deny each and every remaining  
15 allegation.

16           26. In answer to paragraph 25 of the SAC, Defendants deny that they  
17 unlawfully sublicensed Plaintiff's Artwork. Defendants are without sufficient  
18 knowledge or information to form a belief as to the truth of the remaining  
19 allegations set forth therein, and on that basis deny each and every remaining  
20 allegation.

21           27. In answer to paragraph 26 of the SAC, Defendants deny that they  
22 unlawfully sublicensed Plaintiff's Artwork. Defendants are without sufficient  
23 knowledge or information to form a belief as to the truth of the remaining  
24 allegations set forth therein, and on that basis deny each and every remaining  
25 allegation.

26           28. In answer to paragraph 27 of the SAC, Defendants deny that Plaintiff's  
27 copyrights have been infringed. Defendants are without sufficient knowledge or  
28

1 information to form a belief as to the truth of the remaining allegations set forth  
2 therein, and on that basis deny each and every remaining allegation.

3 29. Paragraph 28 of the SAC states a legal conclusion to which no  
4 response is required. To the extent, if any, that paragraph 28 contains allegations of  
5 fact, Defendants deny the same.

6 **FACTUAL ALLEGATIONS**

7 30. In answer to paragraph 29 of the SAC, Defendants deny that their right  
8 to use Plaintiff's Artwork was limited to a "street-wear line." Defendants admit  
9 that they purchased the right to use the artwork at issue. Whether that purchase  
10 constituted a license, assignment or other transfer is a legal conclusion to which no  
11 response is required.

12 31. Except insofar as it is denied by Defendants' 26<sup>th</sup> Affirmative Defense,  
13 Defendants admit the allegations in paragraph 30 of the SAC.

14 32. Defendants deny the allegations in paragraph 31 of the SAC.

15 33. In answer to paragraph 32 of the SAC, Defendants are without  
16 sufficient knowledge or information to form a belief as to the truth of the  
17 allegations set forth therein, and on that basis deny each and every such allegation.

18 34. In answer to paragraph 33 of the SAC, Defendants are without  
19 sufficient knowledge or information to form a belief as to the truth of the  
20 allegations set forth therein, and on that basis deny each and every such allegation.

21 35. In response to the allegations contained in the last three sentences of  
22 paragraph 34, Defendants state that the purported, subject interview speaks for itself  
23 and is the best evidence of its contents. Defendants deny all the remaining  
24 allegations contained in paragraph 34 of the SAC.

25 36. In answer to paragraph 35 of the SAC, Defendants admit that among  
26 them, they advertise and offer products for sale around the world, maintain retail  
27 stores, hold fashion shows, own branded stores and have licensees, but deny that  
28



1 each of them do each of these things. Defendants deny the remaining allegations  
2 set forth in paragraph 35 of the SAC.

3 37. Defendants deny the allegations in paragraph 36 of the SAC, as  
4 written.

5 38. In answer to paragraph 37 of the SAC, Defendants deny that they  
6 unlawfully sublicensed Plaintiff's artwork. Defendants are without sufficient  
7 knowledge or information to form a belief as to the truth of the remaining  
8 allegations set forth therein, and on that basis deny each and every remaining  
9 allegation.

10 39. In answer to paragraph 38 of the SAC, Defendants deny that they did  
11 not have the right to use or permit others to use Plaintiff's Artwork.

12 40. In answer to paragraph 39 of the SAC, Defendants are without  
13 sufficient knowledge or information to form a belief as to the truth of the  
14 allegations set forth therein, and on that basis deny each and every such allegation.

15 41. In answer to the allegations in paragraph 40 of the SAC, Defendants  
16 deny that they did not have the right to use or permit others to use Plaintiff's  
17 Artwork.

18 42. Defendants deny the allegations in paragraph 41 of the SAC.

19 43. Defendants deny the allegations in paragraph 42 of the SAC.

20 **FIRST CLAIM FOR RELIEF**

21 **(For Breach of Contract – Against Defendants CAI and Audigier, and Each)**

22 44. In answer to paragraph 43 of the SAC, Defendants CAI and Audigier  
23 incorporate by reference the preceding paragraphs as though they were fully set  
24 forth herein. Defendants Nervous Tattoo, Inc. ("Nervous Tattoo") and Shop On  
25 Stage, Inc. ("Shop On Stage") are not named as parties to the breach of contract  
26 claim and therefore make no answer to paragraph 43.

27 45. In answer to paragraph 44 of the SAC, Defendants CAI and Audigier  
28 admit that Plaintiff delivered approximately 15 works of art requested of him.



1 Defendants CAI and Audigier admit that they obtained the right to use, reproduce  
2 and license the artwork. Defendants CAI and Audigier are without sufficient  
3 knowledge or information to form a belief as to the truth of the remaining  
4 allegations set forth therein, and on that basis deny each and every remaining  
5 allegation. Defendants Nervous Tattoo and Shop On Stage are not named as parties  
6 to the breach of contract claim and therefore make no answer to paragraph 44.

7 46. In answer to paragraph 45 of the SAC, Defendants CAI and Audigier  
8 admit that they obtained the right to use, reproduce and license the artwork.  
9 Defendants CAI and Audigier deny each of the remaining allegations set forth in  
10 paragraph 45. Defendants Nervous Tattoo and Shop On Stage are not named as  
11 parties to the breach of contract claim and therefore make no answer to paragraph  
12 45.

13 47. Defendants CAI and Audigier admit that CAI entered into licensing  
14 agreements, but deny the remaining allegations in paragraph 46 of the SAC.  
15 Defendants Nervous Tattoo and Shop On Stage are not named as parties to the  
16 breach of contract claim and therefore make no answer to paragraph 46.

17 48. Defendants CAI and Audigier deny the allegations in paragraph 47 of  
18 the SAC. Defendants Nervous Tattoo and Shop On Stage are not named as parties  
19 to the breach of contract claim and therefore make no answer to paragraph 47.

20 49. Defendants CAI and Audigier deny the allegations in paragraph 48 of  
21 the SAC. Specifically, Defendants CAI and Audigier deny that Plaintiff has been  
22 damaged or is entitled to any form of relief. Defendants Nervous Tattoo and Shop  
23 On Stage are not named as parties to the breach of contract claim and therefore  
24 make no answer to paragraph 48.

**SECOND CLAIM FOR RELIEF**

**(For Direct Contributory and Vicarious Copyright Infringement –  
Against All Defendants, and Each)**

50. In answer to paragraph 49 of the SAC, Defendants incorporate by reference the preceding paragraphs as though they were fully set forth herein.

51. Defendants deny the allegations in paragraph 50 of the SAC.

52. Defendants deny the allegations in paragraph 51 of the SAC.

53. Defendants deny the allegations in paragraph 52 of the SAC.

54. Defendants deny the allegations in paragraph 53 of the SAC.

55. Defendants deny the allegations in paragraph 54 of the SAC.

56. Defendants deny the allegations in paragraph 55 of the SAC.

57. Defendants deny the allegations in paragraph 56 of the SAC.

58. Defendants deny the allegations in paragraph 57 of the SAC.

59. Defendants deny the allegations in paragraph 58 of the SAC.

Defendants deny that Plaintiff has been damaged or is entitled to any form of relief.

60. Defendants deny the allegations in paragraph 59 of the SAC.

Defendants deny that Plaintiff has been damaged or is entitled to any form of relief.

**THIRD CLAIM FOR RELIEF**

**(Declaration of Rights as to Works fo Art –  
Against All Defendants, and Each)**

61. In answer to paragraph 60 of the SAC, Defendants incorporate by reference the preceding paragraphs as though they were fully set forth herein.

62. Paragraph 61 of the SAC states a legal conclusion to which no response is required. To the extent, if any, that paragraph 61 contains allegations of fact, Defendants deny the same.

63. Defendants deny the allegations in paragraph 62 of the SAC.

Defendants deny that Plaintiff has been damaged or is entitled to any form of relief.

**FOURTH CLAIM FOR RELIEF**

**(Constructive Trust – Cal. Civ. Code §§ 2233, 2224 –**

**Against All Defendants, and Each)**

64. In answer to paragraph 63 of the SAC, Defendants incorporate by reference the preceding paragraphs as though they were fully set forth herein.

65. Defendants deny the allegations in paragraph 64 of the SAC.

66. Paragraph 65 of the SAC states a legal conclusion to which no response is required. To the extent, if any, that paragraph 65 contains allegations of fact, Defendants deny the same.

67. Paragraph 66 of the SAC states a legal conclusion to which no response is required. To the extent, if any, that paragraph 66 contains allegations of fact, Defendants deny the same.

68. Paragraph 67 of the SAC states a legal conclusion to which no response is required. To the extent, if any, that paragraph 67 contains allegations of fact, Defendants deny the same.

69. Paragraph 68 of the SAC states a legal conclusion to which no response is required. To the extent, if any, that paragraph 68 contains allegations of fact, Defendants deny the same.

70. Paragraph 69 of the SAC states a legal conclusion to which no response is required. To the extent, if any, that paragraph 69 contains allegations of fact, Defendants deny the same.

71. Defendants deny the allegations in paragraph 70 of the SAC. Defendants deny that Plaintiff has been damaged or is entitled to any form of relief.

**PRAYER**

In answer to Plaintiff's prayer, Defendants deny that Plaintiff has been damaged and deny that Plaintiff is entitled to any form of relief.

**AFFIRMATIVE DEFENSES**

Defendants set forth below their affirmative defenses. By setting forth these

1 affirmative defenses, Defendants do not assume the burden of proving any fact,  
2 issue or element of any claim for relief, where such burden properly belongs to  
3 Plaintiff. Moreover, nothing stated herein is intended or shall be construed as an  
4 acknowledgment that any particular issue or subject matter necessarily is relevant to  
5 Plaintiff's allegations.

6 **First Affirmative Defense**

7 **(Lack of Subject Matter Jurisdiction)**

8 1. This Court lacks subject matter jurisdiction because this is essentially a  
9 contract, not a copyright infringement, action.

10 **Second Affirmative Defense**

11 **(Failure to State a Claim for Relief)**

12 2. Plaintiff's SAC fails to state facts sufficient to constitute a claim for  
13 relief against Defendants.

14 **Third Affirmative Defense**

15 **(License)**

16 3. Plaintiff's claim of copyright infringement is barred because, to the  
17 extent that Defendants copied, sold or otherwise made use of any of Plaintiff's  
18 copyrighted designs, such use was expressly or impliedly permitted.

19 **Fourth Affirmative Defense**

20 **(Lack of Standing)**

21 4. Plaintiff lacks standing to bring the claims alleged.

22 **Fifth Affirmative Defense**

23 **(Laches)**

24 5. Plaintiff's claims are barred by the doctrine of laches.

25 **Sixth Affirmative Defense**

26 **(Estoppel and/or Quasi Estoppel)**

27 6. Plaintiff's claims are barred, in whole or in part, by the doctrine of  
28 equitable estoppel and/or quasi-estoppel.

**Seventh Affirmative Defense**

**(Unclean Hands)**

7. Plaintiff's claims are barred, in whole or in part, by the doctrine of unclean hands.

**Eighth Affirmative Defense**

**(Mootness)**

8. Plaintiff's claims are barred, in whole or in part, to the extent that the claims or the relief sought are moot.

**Ninth Affirmative Defense**

**(Adequate Remedy at Law)**

9. Plaintiff's causes of action and any injunctive or restitution remedies, are barred in light of the fact that Plaintiff has an adequate remedy at law.

**Tenth Affirmative Defense**

**(Waiver)**

10. Plaintiff has waived his claims.

**Eleventh Affirmative Defense**

**(Uncertainty)**

11. Plaintiff is not entitled to the relief requested in the SAC because the Court lacks any sufficiently certain, non-speculative basis on which to fashion such relief.

**Twelfth Affirmative Defense**

**(Statute of Limitations)**

12. The SAC is barred or limited, in whole or in part, by the applicable statute of limitations.

**Thirteenth Affirmative Defense**

**(Authorization)**

13. Defendant was authorized by plaintiff to engage in the allegedly infringing conduct.

**Fourteenth Affirmative Defense**

**(Failure to Mitigate Damages)**

14. Plaintiff is not entitled to the relief requested in the SAC because it failed to mitigate any purported damages.

**Fifteenth Affirmative Defense**

**(Intentional/Negligent Conduct)**

15. To the extent that Plaintiff suffered damages as alleged in the SAC, which Defendants specifically and expressly deny, such damages were caused by Plaintiff's own intentional and/or negligent conduct.

**Sixteenth Affirmative Defense**

**(Prevention of Performance)**

16. Defendants CAI and Audigier are excused from performance under any contract alleged in the SAC due to Plaintiff's prevention of their performance.

**Seventeenth Affirmative Defense**

**(Innocent Infringement)**

17. Defendants have no monetary liability to Plaintiff because they are at worst "innocent infringers," having acted in good faith and with a reasonable belief that their actions were lawful and justified.

**Eighteenth Affirmative Defense**

**(Justification)**

18. All alleged conduct attributed to Defendants was performed fairly, in good faith, and for a lawful purpose and was reasonable and justified and/or excused under the circumstances.

**Nineteenth Affirmative Defense**

**(Knowledge, Acquiescence, Ratification)**

19. The SAC, and each and every claim alleged therein, are barred because the alleged wrongful conduct was committed with Plaintiff's knowledge, acquiescence, and/or ratification.

**Twentieth Affirmative Defense**

**(Duress)**

20. The SAC, and each and every claim alleged therein, are barred because any alleged agreement which Defendants CAI and Audigier allegedly breached was the product of duress.

**Twenty-first Affirmative Defense**

**(Failure to Rescind)**

21. Plaintiff failed to rescind its purported agreement with Defendant.

**Twenty-second Affirmative Defense**

**(Work For Hire)**

22. Plaintiff's Artwork was created pursuant to a work for hire relationship with CAI, and consequently CAI—not Plaintiff—is the owner of the works and copyrights.

**Twenty-third Affirmative Defense**

**(Transfer of Ownership)**

23. If Plaintiff was ever the owner of the copyrights for the Artwork, he transferred copyright ownership to CAI.

**Twenty-fourth Affirmative Defense**

**(Invalid Copyrights)**

24. Defendants allege that the registered copyrights that are the subject of the complaint are invalid.

**Twenty-fifth Affirmative Defense**

**(Statutory Damages and Fees under Copyright Act Barred)**

25. Defendants allege that Plaintiff is barred from all recovery for statutory damages and attorneys' fees under the Copyright Act, because the claimed infringement began prior to Plaintiff's registration of its claimed works.



**Twenty-sixth Affirmative Defense**

**(Fraud on Copyright Office)**

26. Plaintiff engaged in fraud on the Copyright Office in that on or about December 29, 2009 he intentionally made the false representation in his application for registration Nos. VA 1-693-604, VA 1-693-669 and VA 1-693-683 that he was the owner of the copyrights. Plaintiff is not the owner of the copyrights and therefore was not entitled to register the Artwork with the Copyright Office.

**Twenty-seventh Affirmative Defense**

**(Release by Principal or Agent)**

27. The claims asserted in the SAC were released by Plaintiff's principal and/or agents.

**Twenty-eighth Affirmative Defense**

**(Additional Defenses)**

28. Defendants hereby gives notice that they intend to rely upon any other defense that may become available or appear during the discovery proceedings in this case and hereby reserve their right to amend this answer to assert any such defenses.

**PRAYER FOR RELIEF**

Defendants pray for entry of judgment in their favor and against Plaintiff:

1. That the SAC be dismissed in its entirety;
2. That Plaintiff take nothing by way of the SAC;
3. That Defendants recover their costs, disbursements and attorneys' fees in this action;
4. For pre- and post-judgment interest; and

1           5.     For such other and further relief as this Court deems just and proper.

2  
3     Dated: November 1, 2010

BROWNE WOODS GEORGE LLP  
Michael A. Bowse  
Amanda L Morgan

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5  
6     By: /s/ Michael A. Bowse  
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7  
8     Attorneys for Defendants CHRISTIAN  
AUDIGIER, INC.; NERVOUS TATTOO,  
9     INC., SHOP ON STAGE, INC., and  
CHRISTIAN AUDIGIER

**JURY DEMAND**

Pursuant to Federal Rules of Civil Procedure, Rule 38, defendants Christian Audigier, Inc., Nervous Tattoo, Inc., Shop On Stage, Inc., and Christian Audigier hereby demand trial by jury.

Dated: November 1, 2010

BROWNE WOODS GEORGE LLP  
Michael A. Bowse  
Amanda L Morgan

By: /s/ Michael A. Bowse  
Michael A. Bowse  
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Attorneys for Defendants CHRISTIAN  
AUDIGIER, INC.; NERVOUS TATTOO,  
INC., SHOP ON STAGE, INC., and  
CHRISTIAN AUDIGIER

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2121 Avenue of the Stars, Suite 2400, Los Angeles, California 90067.

On November 1, 2010, I served the foregoing document described as:  
**ANSWER TO PLAINTIFF'S SECOND AMENDED COMPLAINT; JURY DEMAND** on the parties in this action by serving:

See attached Service List.

☒ **By serving:** ☐ the original ☒ a true copy thereof as follows:

☐ **By Mail:** As follows: I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Beverly Hills, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **By Personal Service:** I caused to be delivered such envelope by hand to the offices of the addressee(s).

☐ **By Overnight Express:** I caused the envelope(s) to be deposited in the dropbox for Overnight Express office located at 2121 Avenue of the Stars, Los Angeles, California 90067, on \_\_\_\_\_, for delivery on the next-business-day basis to the offices of the addressee(s).

☒ **By E-Mail Electronic Transmission:** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the person(s) at the e-mail address(es) so indicated above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Executed on November 1, 2010, at Los Angeles, California.

☒ **FEDERAL** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

/s/ Kathy Hall  
Kathy Hall

**SERVICE LIST**

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